

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION

FORT GORDON HOUSING, LLC d/b/a )  
BALFOUR BEATTY COMMUNITIES, )

Plaintiff, )

v. )

MICHAEL MCDONALD AND )  
ANSELIKA MCDONALD, )

Defendants. )

Case No.: \_\_\_\_\_

**DISPOSSESSORY AFFIDAVIT**

Personally appeared before me, the undersigned officer duly authorized to administer oaths, came Daniel W. Hamilton, who states under oath that he is the attorney in fact for Fort Gordon Housing, LLC d/b/a Balfour Beatty Communities, the owner and/or lessor of real estate and improvement thereon located at 1702 Story Drive, Apt. E, Fort Gordon, Georgia 30905, generally referred to as the Fort Gordon Housing, LLC.

Parties, Jurisdiction and Venue

Plaintiff is Fort Gordon Housing, LLC d/b/a Balfour Beatty Communities, who is located in Fort Gordon, Georgia 30905 and brings this action against the Defendants for events which occurred in the Southern District of Georgia.

The Defendants are Michael McDonald and Anselika McDonald, who reside at 1702 Story Drive, Apt. E, Fort Gordon, Georgia 30905. The Defendants are not in the service of the United States Military. The Defendants are subject to the jurisdiction of the Court under 28 U.S.C. § 1331 because the subject property is located on Fort Gordon, a federal enclave over which the United States has accepted jurisdiction and may be served with Summons and Dispossession Affidavit by delivery to the foregoing address, or

otherwise as provided by law. Venue is proper before this Court pursuant to O.C.G.A. § 50-2-23.

Defendants are in possession of said premises as tenants under a lease contract; that Defendants are holding possession of said premises who fail to pay the rent, utilities and taxes on said premises when same becomes due; that Plaintiff desires possession of said premises and has demanded same from Defendants, but Defendants refuse and neglect to deliver possession and/or pay rent, and otherwise comply with the terms of the underlying lease agreement to and with Plaintiff. A copy of the Resident Responsibility Agreement is attached as Exhibit A and a copy of the late notice and demand for possession is attached as Exhibit B.

Neither party has provided notice of lease termination, and the lease remains in effect. The amount of rent owed to date is One Thousand Four Hundred Twenty-One Dollars (\$1,421.00). A copy of the ledger is attached as Exhibit C. Plaintiff prays for judgment in this amount, all costs of court, reasonable attorney's fees, and immediate possession.

This affidavit is made pursuant to O.C.G.A. § 44-7-50.

WHEREFOR, Plaintiff makes this affidavit that a warrant and summons may issue against the Defendants as provided by law.

This the 20<sup>th</sup> day of March, 2018.

/s/Daniel W. Hamilton  
Daniel W. Hamilton, Affiant  
Attorney for Fort Gordon Housing, LLC  
Georgia Bar No. 320855

Shepard, Plunkett & Hamilton, LLP  
429 Walker Street, Upper Level  
Augusta, GA 30901  
706-722-6200

Sworn to and subscribed before  
me this 20<sup>th</sup> day of March, 2018.

Claire S. Gallagher  
Notary Public

